

Social & Personal

ARRIVALS: Mr. Jose Vicente Trujillo, head of the Ecuadorian Delegation to the United Nations, for a 10-day visit as guest of the Government, accompanied by the Brazilian ambassador and journalist, Mr. Jose Luis de Rago. Mr. S. Ackerman, chief cantor at the Great Synagogue in Tel Aviv, after a three-week visit to the U.S. where he officiated in synagogues in New York and other cities.

DEPARTURES: District Superintendent Abraham Bala, to the U.S. and Canada on a study tour.

A farewell party was given in honor of Mrs. Rose Isaac at the home of Mrs. Max Shitka, chairman of the Friends of the Women's League for Israel.

Until the return of the Honorary Consul, Dr. Kadish, the Austrian Consulate in Jerusalem will be open every Thursday from 4-6 p.m.

WAR INVALIDS BACK FROM SPORTS TOURNEY

LYDIA AIRPORT, Wednesday.—Six Israeli war invalids returned today from the international sports tournament of war invalids in England during July 28-31. They were accompanied by a basketball (third place) and in the shotput (fourth place).

The team was accompanied by Dr. Shira of the Tel Hashomer Hospital.

Sixteen nations participated in the tourney. (Hm)

Nicholls Hails Visits Of Britons to Israel

Jerusalem, Tuesday.—Both Israel and Britain could only benefit from the increasing number of visitors from Britain now coming to this country, the British Ambassador, Mr. John W. Nicholls, told a reception here tonight in honor of the members of the British Zionist Federation who have been attending a Jewish Agency Seminar in Jerusalem.

The function was organized by the Israel Office of the Federation, in conjunction with the local branch of the Hittschelberg-Britannica.

Mr. Nicholls, who was accompanied by his wife, was referring to what he called the recent "invasion" of visitors from Britain for various conferences and celebrations, of which he had had in the past few days.

The great importance attached to the increase in the number of such visitors, both Jewish and non-Jewish, was stressed by Mr. P. Cohn, head of the Government Tourist Centre in Tel Aviv.

Mr. S. Tenkin, Director of the Israel Office of the British Zionist Federation, presided at the reception.

Soldiers Rest Home Opened in Natanya

TEL AVIV, Wednesday.—A summer rest-camp for soldiers of the Israel Army was officially opened at a ceremony in the Natanya Amphitheatre at the beginning of this month.

Mr. Yosef Baratz, Chairman of the Soldiers' Welfare Committee, addressed the gathering which also listened to the Mayor of Natanya, Mr. Oved Ben-Ami.

The camp, which is to serve soldiers of the army unit adopted by the people of Natanya, will run in 10-day shifts.

Local Councils Will Get IL300,000 Grant

The Ministry of Interior yesterday announced the sole according to which the 48 local councils will receive Government grants totaling IL300,000.

The councils are divided into four classes, depending on the number of new immigrants settled in areas under their jurisdiction and the size of the services provided by the council, and proximity to the border.

The first group will receive IL120 per resident, the second IL120, the third IL150 and the fourth IL180. Today there are about 300,000 residents in the more than 400 settlements governed by local councils.

6 New Villages Planned For Jezreel Valley

APULA, Wednesday.—The Jezreel Valley, in the Tzananah area, is getting ready for six new settlements. The project is part of a larger plan to develop the area.

This will bring the number of villages to nine. An industrial and commercial center is also in the blueprint stage.

Each new settler will get 44 dunams of land, of which 15 will be irrigated. A pipeline will be laid from the Kfar Baruch reservoir and a network of roads is being constructed, both to be ready by autumn. The settlers will be families now living in neighboring moshavot and newcomers transferred straight from the ship. Until the settlers learn how to run their farms, cultivation will be collective.

TECHNION PAPER TO BE READ AT PARIS

HAIFA, Wednesday.—Dr. R. Landsberg, Senior Lecturer for Thermodynamics and Refrigeration at the Technion, Israel Institute of Technology, will participate next week in the 10th International Congress of Refrigeration in Paris. A paper written by him and his assistant, A. Shavit, has been accepted for publication and will be discussed.

Dr. Landsberg will also take part in a special meeting devoted to questions of education and training for both refrigeration engineers and service mechanics.

A GROUP OF 24 Geography Students of the Hebrew University

headed by Dr. D. Amichai, Head of the Geography Department, will leave for Turkey today for a three-week study tour.

LAW REPORT

The Jerusalem Post August 11, 1955

In the Supreme Court Sitting as Court of Civil Appeal Before the Deputy President, (Justice Cheshin), Justices Sussman and Ben-Zion

S. Kitzman, Appellant, v. Leopold Minister, Respondent (C.A. 266/55).

Waiver of Forfeiture in Hire Purchase Agreement.—The Supreme Court dismissed an appeal against a judgment of the Jerusalem District Court, delivered on July 31, 1953 (C.A. 10/53).

The appellant hired out a piano to the respondent on hire-purchase terms according to which the latter would pay a certain monthly sum in bills over a certain period at the end of which, if the monthly payments were made in full and on time, the piano would belong to him. But if there was any default in payment, it was agreed that the owner would be entitled to terminate the agreement and take the piano back.

Already made and all instalments due up to the date of termination of the agreement were paid. In addition, it was agreed that the respondent would be liable for a pre-determined rent up to the actual date of delivery of the piano after termination of the agreement.

On September 25, 1947, the appellant terminated the agreement on the grounds that the respondent had failed to pay the bill due for January to February 1947, although he had paid the later bills.

In the proceedings before the Magistrate's Court, the appellant demanded a sum of IL250 from the respondent for rent from the piano from the date of termination of the agreement until June 1949 since at that date the latter had not yet returned the piano. The magistrate ordered the respondent to pay the bill for January to February plus interest but dismissed the claim for IL250 on the grounds that since the appellant had continued to receive payments from the piano after the respondent had defaulted on one occasion, she had thereby signified her willingness to continue with the agreement.

The Jerusalem District Court rejected the appeal against this decision and a further appeal was lodged in the Supreme Court.

Mr. Masover appeared for the appellant and Mr. Kahn for the respondent.

Judgment.—In delivering the judgment of the Supreme Court, Justice Sussman said that the Magistrate's ruling that the fact that the appellant had continued to receive payments after the respondent's default had signified her willingness to continue with the agreement was not correct.

He said that the appellant had not continued to receive payments from the piano after the respondent had defaulted on one occasion, she had thereby signified her willingness to continue with the agreement.

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The later payments had obviously been based on the agreement and could not be regarded as estimated rent, having been paid in advance.

Justice Sussman then turned his attention to Mr. Masover's argument that the rules concerning waiver of forfeiture apply only to landed property but not to chattels. He dismissed this contention for two reasons: firstly, that even though in this country a lease does not give proprietary rights (as in England) nevertheless the rule—that anyone acquiring rent after a breach of contract thereby waives his right of forfeiture—still applies; and secondly, that even in England the rule of waiving a forfeiture applies to all leases, whether of property or chattels.

Justice Sussman then went on to discuss the meaning of "waiving a forfeiture." After reference to English precedents, he held that when a leasee commits a breach of contract, the lessor has the right of re-entry, then the lessor may elect to void the contract or not to void it. If the lessor commits any act which is inconsistent with voiding the contract, as for example, demanding subsequent rent, then he elects not to void the contract and he thereby waives his right of forfeiture.

In the case under consideration, the appellant had elected not to void the lease in that she had continued to accept rent for the piano after the respondent's default. This was so, continued Justice Sussman, despite the fact that the appellant had demanded a sum of IL250 from the respondent for rent from the piano from the date of termination of the agreement until June 1949 since at that date the latter had not yet returned the piano. The magistrate ordered the respondent to pay the bill for January to February plus interest but dismissed the claim for IL250 on the grounds that since the appellant had continued to receive payments from the piano after the respondent had defaulted on one occasion, she had thereby signified her willingness to continue with the agreement.

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Local House Studied By U.S. Scientist

Dr. Robert van den Bosch, of the Department of Biological Control of the University of California, Riverside, has just concluded a four-week visit to Israel during which he collaborated with Dr. I. Harpaz, of the Hebrew University's Faculty of Agriculture at Rehovot, in research connected with an aphid, or plant louse, *Thurberius maculatus* Buckton. This insect, which a few years ago found its way into the State of New Mexico, presumably from the Mediterranean area, is now spreading rapidly in the U.S., constituting a very serious menace to the American alfalfa and clover fields and inflicting 500,000 acres in California alone.

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LACK OF INDUSTRIAL PLANNING CRITICIZED

Serious criticism of the lack of industrial planning in this country is pointed up in the August issue of the monthly "Economic Review," the European edition of the N.Y. "Herald Tribune." A dispatch from Dan Cook, who paid a short visit here during the recent elections, refers to the "economic miracle of modern Israel (whose) achievements are as impressive as any of the globe." The correspondent then goes on to outline "two major and basic long-term considerations which cloud the nation's economic future."

First, he asserts, "Israel is not viable unless it can raise peace and a normal trade pattern" with its Arab neighbors.

Secondly, he says, economic experts here frequently raise the question of "the apparent lack of really effective long-term economic planning by the Israel Government," and he goes on: "In agriculture, a great deal of such planning has been done, but the potential agricultural frontiers of the nation are now thoroughly explored, and it will be only a matter of time until development in this field has been carried as far as it can go. It is in the field of industrial planning where the performance of the Israel Government—in the opinion of foreign observers—leaves much to be desired."

Mr. Cook then refers to the \$200,000,000 which has been poured into the country in the past seven years, and which amounts to \$10,000 per head of population—from U.S. and German reparations—which "have all served generosity and not economy to prime the pump of this economy as no pump has ever been primed before." The correspondent then describes some of the achievements which he calls remarkable, as follows:

"There is a steady and accomplished fact. There is a tremendous spirit of frontier and adventure and spirit of the land, all the more formidable for its small size." He mentions the modern Tiberias, the Dead Sea road, and the vast immigration and points to the energy, the hard, nationalistic, practical spirit which goes on all around.

Not Enough Land. And then he warns: "But undeniably the country is living on a very narrow margin, which seems assured at the present rate for another year or two. The country is planning to triple the farm acreage, and it is not self-sufficient in either meat or grain, for there is simply not enough land."

Referring to Israel-Turkish trade—manufactured products in exchange for grain and meat—he says: "The country would be viable." He then poses the question of how the subsidy money is being spent in the meantime, noting that the present plunge into housing and irrigation projects is pretty well paid, and he reports the concern which he heard expressed here over the fact that there is no very concerted effort to develop the country's resources.

When the government was dealing with land and parceling out farms to settlers, it was easy to plan, but it is not so easy to tell a manufacturer that he must set up this or that kind of a plant or where he can put up a factory or what he must produce. The policy is free enterprise and non-interference.

Mr. Cook concludes with his own observation: "Another handicap has been the fact that the original idea of the government, the original concentration, was entirely on agriculture. And it is only in recent months that the government has slowly become persuaded that an agricultural economy will not support the country, and that industrial development is now Israel's coming problem. But a planning mechanism in all its shadings (import licenses, tax benefits, protective customs, government assistance grants and all the other devices to favour and encourage certain industries as against others) has not yet been developed. There seems to be a realization of this weakness among the Israelis themselves."

Five Israelis Win British Council Awards. TEL AVIV, Wednesday.—The British Council has awarded five postgraduate scholarships to Israelis for study at the Universities of London, Birmingham and Bristol during the next school year.

At London there will be Dr. M. A. Shamma, Government Medical Officer at Nazareth, who is to take the course for the Diploma in Public Health at the London School of Hygiene and Tropical Medicine; Mr. H. Barkai, of the Hebrew University Economics Department, who will study Agricultural Economics at the University of London; and Mrs. B. Wallenstein, Principal Assistant to the District Attorney, Tel Aviv, who is to study Law at the same school.

Dr. L. Kornel, of the Hadassah University Hospital, is to study Hypertension at Birmingham University, and Mr. H. Perlmutter, of the University's Classics Department, will read Classics at Bristol University.

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